

EMMA
European Multiple MOOC Aggregator
GA: 621030



EMMA Website Terms & Conditions

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1. Preliminary presentation of the EMMA project

Purpose of the EMMA project

EMMA originated as a 30 month pilot action financed by the European Union. It provides a system for the delivery of free, open, online courses in multiple languages from different European universities to help preserve Europe's rich cultural, educational and linguistic heritage and to promote real cross-cultural and multilingual learning. This document sets out the terms and conditions of use for the information services and materials on the EMMA MOOC platform ("The Website"), and is addressed primarily to users, ie students who are participating in the MOOC courses. The document is valid from its publication on the EMMA website (July 2016) until further notice.

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2. TERMS OF USE

A. The following terms and conditions (“**Terms**”) apply to the provision and use of the massive open online courses (“**MOOCs**”) through the EMMA website (“**Website**”) either by you visiting and browsing the Website (hereinafter a “**Visitor**”), or registering with the Website as a student (hereinafter a “**Learner**”).

B. These Terms should be read alongside, and are in addition to, our privacy and cookies policies (“**Privacy Policy**”). Please read both these Terms and Privacy carefully as they govern your use of the EMMA website. By accessing the Website (by any means or device) and participating in its MOOCs, you agree that you have read, understood and agreed to these Terms and the Privacy Policy (each can be amended from time to time) in full, whether you are a Visitor or a Learner. If you disagree to these Terms, you shall stop using the Website and its MOOCs.

C. In these terms, references to “we” or “us” are to EMMA consortium.

3. USE OF THE WEBSITE

3.1. By using this Website and its MOOCs (as a Visitor or as a Learner), you agree to comply with the Terms, the Privacy Policy and the Cookies Policy and all applicable local, national and international laws, rules and regulations.

3.1. EMMA does not allow for the registration of natural persons who are minor of age in their respective countries on its platform and shall be held exempt from any liability in the event that a minor enrolls on the Website.

3.3. Your use and access of this Website and its MOOCs is subject to the following conditions (“**Conditions of Acceptable Use**”), and you agree that your failure to comply with any one of these Conditions of Acceptable Use will constitute a breach of these Terms by you:

- a) You agree not to use and/or post content that defames, harasses or threatens any person;
- b) You agree not to use content that refers to illegal activities with the intent to commit such activities, or encourages others to commit such activities;
- c) You agree not to use content that infringes or misappropriates another's intellectual property rights, including, but not limited to, copyrights, trademarks or trade secrets;
- d) You agree not to use content that you do not have the right to disclose under contractual confidentiality obligations or fiduciary duties;
- e) You agree not to use material that contains obscene (i.e., pornographic) language or images;
- f) You agree not to use the Website or its MOOCs for advertising, promotional materials, or any form of commercial solicitation;
- g) You agree not to use content that otherwise harms other Learners or Visitors or the MOOCs;
- h) You agree not to use content that is unlawful or that violates any applicable local, state, national or international law;
- i) You agree not to use content that probes, scans, or tests the vulnerability of any system or network;

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- j) You agree not to use content that breaches or otherwise circumvents any security measures;
- k) You agree not to use content that interferes with, or disrupts, any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any other user or part of the Website or its MOOCs;
- l) You agree not to use content that plants malware or otherwise uses the Website or its MOOCs to distribute malware;
- m) You agree not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without EMMA's express written consent; and
- n) You agree to not use this website for any purposes related to marketing without our expressed written consent.

4. LEARNER REGISTRATION AND ACCOUNTS

4.1. Any visitor can view the Website, but in order to participate in a MOOC, a Learner must register for a personal account on the Website (a "Learner Account") by providing your real name, and email address and password. You agree that you will not share or give access to your Learner Account with any third party for any reason. You agree to maintain and update your information to keep it accurate and current.

4.2. In setting up your Learner Account, you may be asked to provide additional information, for example, your gender, date of birth and location, which qualifies as personal data. Additional information such as this may also be required to confirm your identity. EMMA protects your personal data in accordance to its Privacy Policy: your personal data won't be distributed to third parties without your explicit permission and consent.

4.3. You agree to provide accurate, current and complete information in relation to your Learner Account, and maintain it as such, at any time.

4.4. You acknowledge that if any information provided by you in relation to your Learner Account is misleading, inaccurate, not current or incomplete, we reserve the right to block, suspend or terminate your access and use to the Website and enrolment in its MOOCs.

4.5. Registered Users may opt out of the EMMA platform, thus losing User status, along with the rights and data associated with their account. Users may also cancel their participation at any moment in any course in which they have enrolled.

5. LEARNER CONDUCT

- 5.1. By registering with EMMA for a Learner Account, you agree:
- a) To register on the Website only once, and will not set up multiple Learner Accounts;
 - b) That you will be the only one to use your Learner Account; and
 - c) That you will not cheat nor share any solutions or answers to exams and homework relating to the MOOC.

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- d) That you will not knowingly send any content that contains viruses, worms, Trojan horses, time-bombs, key-stroke loggers, spyware, adware or anything else that could harm the EMMA system.

5.2. If you are disqualified for any reason under any item of paragraph 1. or 2. above, EMMA may prohibit your access or participation on the Website and its MOOCs.

5.3. Any Learner acknowledges and accepts to comply with these Terms and any Additional Terms (whereby MOOC Providers may choose to impose additional terms to Use of their MOOC which are clearly stated in the Course Overview Licenses section).

6. LICENSE TO USE

6.1. With your compliance with these Terms, we grant you a fully revocable, worldwide, non-exclusive, non-transferable, non sub-licensable limited right and license:

- a) To access, internally use and display the Website and MOOC as an individual only at your location solely as necessary to browse and/or participate in the MOOC as permitted by these Terms and the Additional Terms, as the case may be; and
- b) To download permitted content from the MOOC so that you may exercise the rights granted to you by these Terms and the Additional Terms, as the case may be.

6.2. You agree to abide by all copyright notices or restrictions contained on the Website and/or the MOOCs. You may not delete any attributions, legal or proprietary notices on the Website or the MOOC.

6.3. Certain Partner Institutions may, at their own discretion, make available certain MOOCs under a Creative Commons licence (non-Commercial). Should Partner Institutions choose to do this we acknowledge that the Creative Commons licence will override certain items of these Terms, as appropriate.

6.4. Unless otherwise stated, EMMA and/or its MOOC Providers own the intellectual property rights in the Website and the material hosted in the Website. All these intellectual property rights are reserved and only licensed to you in accordance with these Terms and the Additional Terms, as the case may be.

7. LEARNER CONTENT

7.1. In these Terms, "**Learner Content**" means all material (including, without limitation, text, comments, notes, posts, images, audio material, video material, audio-visual material, assignments, assessments, questions and feedback) that you submit to this Website and its MOOCs, for whatever purpose.

7.2. If you provide any Content, you hereby:

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- a) Give a worldwide, non-exclusive, non-transferable and free license to EMMA to use and publish such Content in the Website or to use it for research or promotional purpose, and you are aware that it is in the public domain
- b) Guarantee that the Content you published on Emma does not and will not infringe or misappropriate any third party rights or constitute a fraudulent statement or misrepresentation.

7.3. By submitting any Content, you agree to comply with all laws applicable, in particular (but not limited to) with regard to online conduct and acceptable content or to the transmission of technical data exported from the country in which you reside.

7.4. You accept that we may make certain communications in relation to the Website and/or MOOCs requesting feedback from you about your general experience on the Website and or the MOOC you were enrolled in.

8. USE OF YOUR DATA AND CONTENT FOR RESEARCH

8.1. Issues regarding Privacy (Insert Link) and informed consent are detailed in our Privacy policy which you need to read and agree to in conjunction with this.

8.2. EMMA, will analyse Learner's activity and content both for academic purposes, and in order to provide better and adjusted services via the Website.

8.3. You agree to let EMMA conduct research studies and report on this in academic publications. Our research studies are subject to a code of ethics that include anonymous data about Website interaction and which may include Learner Content.

9. COPYRIGHT POLICY

9.1. Any content that is included in the Website or within the MOOCs that infringes the intellectual property rights of any third party will be removed from the Website as soon as such infringement is made aware to us.

9.2. If you are the owner of intellectual property rights, or are authorised to act on behalf of an owner please write a notice email to: info@europeanmoocs.eu with the following information:

- a) A statement describing what you have found on the Website that represents an infringement of intellectual property rights;
- b) The country where your intellectual property rights are applicable;
- c) The title of the content concerned and the full URL for access to that content;
- d) A statement that explains how the content infringes your intellectual property rights;
- e) Your contact information (mailing address, telephone number and email);
- f) A statement that the information contained in the notice is accurate and that you are the owner of the intellectual property rights or have an exclusive right in law; and
- g) Your signature (electronic or physical).

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9.3. If accepted, EMMA will remove the infringed material or access to it will be blocked.

10. LINKING TO OTHER SITES

10.1. The Website may contain links to other pages or other websites (“**Linked Sites**”), and those Linked Sites may contain content or offer products and/or services for sale.

10.2. We do not author, edit, control or monitor these Linked Sites. You agree that:

- a) We have no responsibility towards these Linked Sites and
- b) We do not control or endorse such Linked Sites.

10.3. We may remove any links to Linked Sites on the Website at any time for any reason.

10.4. We are not liable for any transactions conducted between you and any Linked Site.

11. EMMA INTELLECTUAL PROPERTY RIGHTS

Except for the rights expressly granted to the owner of intellectual property (IP) under these Terms, MOOC Providers will retain all right, title and interest, including all worldwide intellectual property and proprietary rights.

11.1. The Web Site and its different elements and contents, such as photographs, graphic designs, brands, logos and other distinctive signs, text, videos or software, as well as other contents eligible for protection, are the subject of intellectual and industrial property rights of the Owner, within the required scope, or of a third party. Use does not imply cession or transfer to Users of any intellectual or industrial property rights over the Web Site or its elements.

11.2. The online content and MOOC courses are covered by copyright laws and all such rights are reserved. You agree you have no rights in or to online content and courses IPR other than the right to use it in accordance with the terms of the Provider License Published on the website.

12. INDEMNITY

You agree to indemnify EMMA, taken as a consortium, or any of its members and undertake to keep EMMA, taken as a consortium, or any of its members harmless from any and all claims, liabilities, expenses and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of:

- a) Your use or attempted use of the Website and MOOCs in violation of the Terms;
- b) Your violation of any law or rights of any third party, or
- c) Information that you post or otherwise make available on the Website or through the MOOC, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

13. LIMITATIONS OF LIABILITY

Communication sent to or received from third party service providers are not endorsed, sponsored or approved by us in any way (unless expressly specified);

13.1. EMMA exercises great care with respect to the reliability and accuracy of the information and services that is offered through the Website. However, you acknowledge and agree that EMMA, taken as a consortium, or any of its members disclaim any and all liability for damages, whether direct or indirect and whether in contract, tort, or otherwise, resulting from the content of the information that is offered in the Website or the consequences arising from the use thereof. No rights may be derived from the information as it is rendered online and from (the use of) any services and advice offered, whether or not in exchange for payment. EMMA does not guarantee the faultless operation or uninterrupted accessibility to the web, Website(s) or the services offered online. The information that is provided can be changed at any time without prior notification. In no event shall EMMA, taken as a consortium, or any of its members be liable to you or any of you affiliates for any indirect, special, incidental, consequential, or exemplary damages, whether in contract, tort, or otherwise, even if we have been advised of the possibility of such damages and even if an agreed remedy fails of its essential purpose or is held unenforceable for any other reason.

13.2. Whilst we do all we can to ensure quality content, we provide the MOOCs on the Website with no warranty or representation that their content is accurate, complete or up-to-date or that they will meet your requirements. We make no warranty or representation that the Website does not infringe the rights of any third party. We accept no responsibility or liability for your use of MOOCs on the Website and your use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Website, we accept no liability therefor. We do not warrant that any defect in the Website or MOOCs will be corrected.

13.3. The Owner does not control or guarantee the absence of virus or other elements in the contents that may alter its computer system (software and hardware) or the electronic documents and files stored in its computer system. To the greatest extent provided for in current legislation, the Owner is exempt from all responsibility for damages of any kind that may result from the presence of virus or other elements in the contents that may alter its computer system, or the electronic documents and files stored in its computer system.

14. RIGHT TO MODIFICATION OF TERMS AND CONDITIONS

14.1. We reserve the right to change or modify the Terms at our sole discretion at any time. Any change or modification to the Terms will be effective immediately upon posting by EMMA.

14.2. For any material changes to the Terms, we shall try and take reasonable steps to notify you of such changes or publish information in the Website. In all cases, your continued use of the

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Website and its MOOCs after publication of such modifications, with or without notification, constitutes binding acceptance of these modified Terms.

15. GOVERNING LAW AND JURISDICTION

15.1. These Terms and the relationship between you and us are governed by EU law to the maximum extent, and by the laws of Belgium.

15.2. Any dispute related to, or in connection with, these Terms, shall be referred to the Courts of Brussels.

16. Disclaimer

The Emma project has received funding from the European Union's Competitiveness and Innovation framework Programme under grant agreement no 621030. The European Commission cannot be held responsible for any use of the information contained on the Website.

*If you have any questions about these Terms or wish to contact us for any reason
please contact us at: info@europeanmoocs.eu*